

**BRIGGS AND MORGAN**

PROFESSIONAL ASSOCIATION

WRITER'S DIRECT DIAL

(612) 977-8438

WRITER'S E-MAIL

kmagnuson@briggs.com

December 29, 2005

**VIA EMAIL AND MESSENGER**

Frederic W. Knaak  
KNAAK & KANTRUD, P.A.  
3500 Willow Lake Blvd., Suite 800  
Vadnais Heights, MN 55110

**Re: Ancona Title, Inc.—Tender of Stock Pursuant to Rescission Agreement**

Dear Fritz:

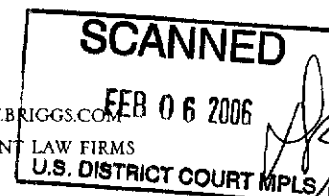
This letter is to inform you that, pursuant to Minn. Stat. § 80A.23 subd. 5, Chris Brown and Ancona Escrow, Inc., are ready, willing and able to immediately rescind the Memorandum of Understanding and Contract for Sale of Shares and Assets and Indemnification Agreement ("Stock Purchase Agreement") you entered into with Ancona Escrow for the sale of Ancona Title, Inc and exchange the security for the monies paid in consideration for the security or other amount as required by law.

We believe that rescission is appropriate in this matter. You offered to rescind the Stock Purchase Agreement in your letter dated November 30, 2005. I accepted that offer in a telephone conversation on December 2, which I confirmed in an email of the same date. You acknowledged and reiterated your acceptance of our rescission agreement in a reply email on the same date. On December 7, I sent to you a written agreement memorializing the terms of our settlement agreement. To date, you have not returned to me a signed agreement or proposed modifications to its terms. Pursuant to the settlement agreement, we tender the stock of Ancona Title.

Rescission is the appropriate remedy because you have stated that title to the shares has not yet transferred to Ancona Escrow. Thus, according to your interpretation, the purchase of Ancona Title has not yet transpired and "undoing" the Stock Purchase Agreement is the correct course of action. Furthermore, rescission is the remedy available to us at law for fraudulent misrepresentation, negligent misrepresentation, fraudulent non-disclosure, violations of the Minnesota Securities Act (see Minn. Stat. § 80A.23 subd. 1) and breach of fiduciary duty. Accordingly, we are ready to meet you at your offices or other location acceptable to you to transfer to you the original stock certificates, assignment of stock power and a letter of resignation of Ancona Title's officers in exchange for the transfer to Ancona Escrow of the promissory note and monies paid for the purchase of Ancona Title.

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MEMBER — LEX MUNDI, A GLOBAL ASSOCIATION OF INDEPENDENT

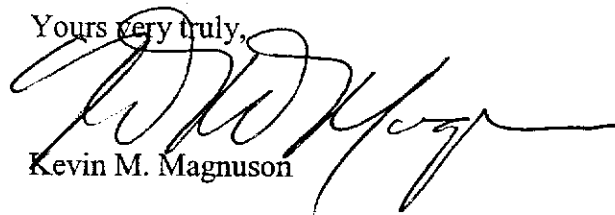


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Please respond immediately with the date, time and location at which we will execute the agreement.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Kevin M. Magnuson', written over the typed name.

Kevin M. Magnuson

KMM/krw

Enc.

cc. Chris Brown